% 09.01.2007

Present: Mr.B.L.Chawla for the petitioner

+CM(M) No.28/2007
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1. I am to consider the petition within the scope of proceeding under Article 227 of the Constitution of India.

2. When an order is passed under Section 15(1) of the Delhi Rent Control Act, 1958, a tenant is obliged to comply with the said order within the time granted. As noted in the impugned order, after order was passed under Section 15(1) of the DRC Act, 1958, the rent was to be tendered to the landlord. A money order was sent in the name of son of the landlord. Acceptance of money was refused by the son.

3. It could be a bona fide mistake that the rent was sent to the son. But when he refused to accept the rent, tenant got cautioned that the rent was not being sent to the right person. In spite thereof, tenant claimed that he sent the rent by means of cheque payable in the name of the son of the landlord.

4. Apart from noting the fact that there was no proof that the cheque was sent, learned trial court has noted that it could not be a bona fide mistake to send the cheque in the name of the son, assuming one was sent, keeping in view the fact that

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the son had refused to accept the tender of money when sent through a money order.

5. It has additionally been noted by the learned trial court that the tenant did not even bother to find out from his banker whether the cheque in question was encashed.

6. Keeping in view the default made by the tenant, delay has not been condoned and no further time has been granted to the tenant to tender or deposit the rent. Delay has not been condoned.

7. All relevant facts have been noted by the learned trial court. Discretion has been exercised within the bounds of the discretionary power vested in the trial court.

8. No merits.

9. Dismissed.

January 09, 2007
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PRADEEP NANDRAJOG, J